

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X		:
BRYAN NELL, et al.,	:	:
	Plaintiffs,	:
	:	19 Civ. 6702 (LGS)
-against-	:	
	:	<u>ORDER</u>
CITY OF NEW YORK,	:	
	:	
	Defendant.	:
-----X		:

LORNA G. SCHOFIELD, District Judge:

WHEREAS, on November 12, 2021, Plaintiffs filed a joint letter along with the settlement agreement and attorney billing details, (Dkt. No. 125), in this action arising under the Fair Labor Standards Act. It is hereby

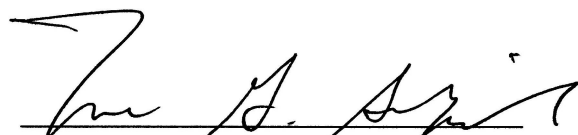
**ORDERED** that the settlement agreement, is **APPROVED** as fair and reasonable based on the nature and scope of Plaintiffs’ claims and the risks and expenses involved in additional litigation. *See Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199, 206 (2d Cir. 2015), *cert denied.*, 136 S. Ct. 824 (2016); *Wolinsky v. Scholastic, Inc.*, 900 F. Supp. 2d 332, 335-36 (S.D.N.Y. 2012) (outlining the factors for determining whether proposed settlement is fair and reasonable); *see also Fisher v. SD Prot. Inc.*, 948 F.3d 593, 602-605 (2d Cir. 2020) (holding that the “whole purpose of fee-shifting statutes is to generate attorneys’ fees that are disproportionate to the plaintiff’s recovery” (internal quotation marks omitted)). It is further

**ORDERED** that Plaintiffs’ counsels’ request for \$435,000 in attorneys’ fees and costs is **GRANTED**. The remainder of the settlement shall be distributed to Plaintiffs. It is further

**ORDERED** that, consistent with the settlement agreement, this action is **DISMISSED** with prejudice.

The Clerk of Court is respectfully directed to close this case.

Dated: November 16, 2021  
New York, New York

  
**LORNA G. SCHOFIELD**  
**UNITED STATES DISTRICT JUDGE**